

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
LRM INDUSTRIES INTERNATIONAL, INC.	07/01/2009

RECEIVING PARTY DATA

Name:	Dale E. Polk Sr.
Street Address:	101 River Park Blvd.
City:	Titusville
State/Country:	FLORIDA
Postal Code:	32780

Name:	Dale E. Polk Jr
Street Address:	7483 Windover Way
City:	Titusville
State/Country:	FLORIDA
Postal Code:	32780

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	6719551
Patent Number:	6869558
Patent Number:	6900547
Patent Number:	7208219
Application Number:	10885218
Application Number:	11140727
Application Number:	11586207
Application Number:	11512792
Application Number:	11512504
Application Number:	12033934

OP \$880.00 6719551

Application Number:	12052100
Application Number:	12052145
Application Number:	12102040
Application Number:	12165692
Application Number:	12187604
Application Number:	12327042
Application Number:	61082908
Application Number:	61107716
Application Number:	61144256
Application Number:	61148473
Application Number:	12102042
Application Number:	11602780

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34508
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Total Attachments: 9
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

LRM INDUSTRIES INTERNATIONAL, INC.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Dale E. Polk, Sr.
Internal Address: _____

Street Address: _____
101 River Park Blvd.
City: Titusville
State: FL
Country: United States Zip: 32780
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) July 1, 2009
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Amended and Restated Intellectual Property Security Agreement

4. Application or patent number(s): This document is being filed together with a new application
A. Patent Application No (s)

See Schedule A

Additional numbers attached? Yes No

B. Patent No (s)

5. Name and address to whom correspondence concerning document should be mailed:
Name: IP Research Plus
Internal Address: _____
Attn: Penelope J.A. Agoda
Street Address: _____
21 Tadcaster Circle
City: Waldorf
State: MD Zip: 20602
Phone Number: 301-638-0511
Fax Number: 866-826-5420
Email Address: orders@ipresearchplus.com

6. Total number of applications and patents involved: 22
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 880.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature: _____
Signature Date
Name of Person Signing
Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

#2. Name and Address of Receiving Party(ies)

Additional Name -

Name: Dale E. Polk, Jr.

Street Address:

7483 Windover Way

City: Titusville

State: FL

Country: United States Zip: 32780

**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented, or otherwise modified from time to time, the "IP Security Agreement"), dated as of July 1, 2009, is made by LRM INDUSTRIES INTERNATIONAL, INC., a Delaware corporation (the "Debtor"), having its chief executive office at 135 Gus Hipp Blvd, Rockledge, Florida 32955, in favor of Dale E. Polk, Jr. and Dale E. Polk, Sr. (collectively, the "Secured Party").

RECITALS

WHEREAS, the Debtor has executed and delivered that certain Amended and Restated Security Agreement, dated as of July 1, 2009, made by the Debtor in favor of the Secured Party (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement") to amend, restate and replace, in its entirety, that certain Security Agreement, dated as of March 3, 2005 (the "LRM IP Security Agreement"), made by LRM Industries, LLC a Delaware limited liability company ("LRM") in favor of the Secured Party. Terms used as defined terms herein and not otherwise defined herein shall have the meaning provided in the Security Agreement; and

WHEREAS, under the terms of the Security Agreement, the Debtor has granted to the Secured Party a security interest in intellectual property owned by LRM immediately prior to the date hereof, sold, assigned and transferred by LRM to the Debtor in connection with or by reason of the merger of LRM with and/or into the Debtor, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other Governmental Units.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor hereby agrees to amend and restate the LRM IP Security Agreement as follows:

1. Grant of Security. The Debtor hereby grants to the Secured Party a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

(a) all United States, international and foreign patents, patent applications and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) all existing United States, international and foreign trademarks and service mark registrations, applications, and licenses (but excluding any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein impairs the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby and

renewals and extensions of the foregoing, and all rights therein provided by international treaties or conventions (the "Trademarks");

(c) all United States, international and foreign copyrights, whether registered or unregistered (the "Copyrights");

(d) any and all claims for damages for past, present and future infringement, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all Proceeds and products of any of the foregoing.

2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by the Debtor under this IP Security Agreement secures the payment of all Obligations of the Debtor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Debtor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Debtor to the Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Debtor.

3. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

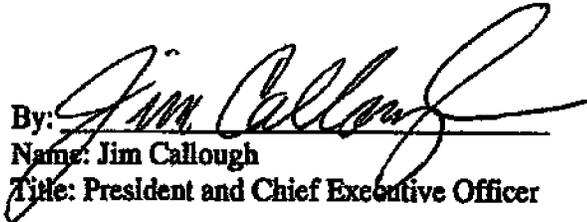
5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SUCCEEDING PAGE CONTAINS SIGNATURE OF THE PARTIES

IN WITNESS WHEREOF, the Debtor has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

LRM INDUSTRIES INTERNATIONAL, INC.

By: 
Name: Jim Callough
Title: President and Chief Executive Officer

Address for Notices:

LRM INDUSTRIES INTERNATIONAL, INC.
135 Gus Hipp Blvd.
Rockledge, Florida 32955

ACCEPTED AND AGREED:

Dale E. Polk, Sr.

Dale E. Polk, Jr.

[Signature Page to A&R Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the Debtor has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

LRM INDUSTRIES INTERNATIONAL, INC.

By: _____

Name: Jim Callough

Title: President and Chief Executive Officer

Address for Notices:

LRM INDUSTRIES INTERNATIONAL, INC.

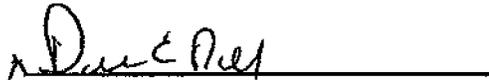
135 Gus Hipp Blvd.

Rockledge, Florida 32955

ACCEPTED AND AGREED:

x  _____

Dale E. Polk, Sr.

 _____

Dale E. Polk, Jr.

[Signature Page to A&R Intellectual Property Security Agreement]

PATENTS

ISSUED PATENTS:

US 6,719,551 B2
US 6,869,558
B2 US 6,900,547
B2 US 7,208,219 B2
US 2008/0273928 A1 (Issue Fee paid 09 January 2009; Molded Pile)

PENDING PATENT APPLICATIONS:

LRM-206

10/885,218; US 2004/0253430 A1
Priority Date = 12-1 8-1 997
No related foreign filings.

LRM-205.1

11/140,727; US 2006/0008967
Priority Date = 12-1 8-1 997
No related foreign filings.

2006-031 (Floor Panel System)

11/602-780; US 2007/0164481 A1
Priority Date = 01-17-2006
National Filings made in CA, MX and Thailand

2006-096 (Sink Marks — Ejector)

11/512,792; US 2008/0057286 A1
Priority Date = 08-30-2006
National Filings made in Canada and Thailand.

2006-097 (Sink Marks — Slide)

11/512,504; US 2008/0057285 A1
Priority Date = 08-30-2006
National Filings made in Canada and Thailand.

2006-021 (Hex Panel)

11/586,207; US 2008/0098685 A1
Priority Date = 10-25-2006
National Filing deadline = 04-25-2009

- 2006-124 (Molded Beam)
12/033,934; US 2008/0229706 A1
Priority Date = 03-08-2007
National Filing deadline = 09-08-2009
- 2006-091 (SS-STF Flat Tab)
12/052,100; US 2008/0258354 A1
Priority Date = 04-20-2007
National Filing deadline = 10-20-2009
- 2007-021 (SS-STF Tubular Tab)
12/052,145; US 2008/0258329 A1
Priority Date = 04-20-2007
National Filing deadline = 10-20-2009
- 2007-022 (Dock)
12/102,040; US 2008/0273926 A1
Priority Date = 05-03-2007
National Filing deadline = 11-03-2009
- 2007-034 (Emergency Shelter)
12/165,692; Publication delayed pending security review
Priority Date = 07-24-2007
National Filing deadline = 01-24-2010
- 2007-041 (SS-STF Clamps/Grabbers)
12/187,604; Will publish in March 2009
Priority Date = 09-07-2007
National Filing deadline = 03-07-2010
- 2007-070 (Load Bearing Assembly)
12/327,042; Will publish in July 2009
Priority Date = 01-21-2008
National Filing deadline = 07-21-2010
- 2008-013 (SS-STF Air Knife Sheet Application Method & Apparatus)
61/082,908; Will publish in January 2010 if a related nonprovisional is timely filed
Priority Date = 07-23-2008
Nonprovisional and PCT filings must be undertaken on or by 07-23-2009
- 2008-018 (STF Wireless Control)
61/107,716; Will publish in April 2010 if a related nonprovisional is timely filed
Priority Date = 10-23-2008
Nonprovisional and PCT filings must be undertaken on or by 10-23-2009
- 2008-031 (Heat Exchange Panel)
61/144,256; Will publish in July 2010 if a related nonprovisional is timely filed
Priority Date = 01-13-2009

Nonprovisional and PCT filings must be undertaken on or by 01-13-2010

2009-005 (TS-STF)

61/148,473; Will publish in August 2010 if a related nonprovisional is timely filed

Priority Date = 01-30-2009

Nonprovisional and PCT filings must be undertaken on or by 01-30-2010